



Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)

Electronics Division

PB No.2606,Mysore Road, Bangalore- 560026,India

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Tender document for the supply of Photovoltaic (PV) Module Laminator	
R F Q Number	SLN 1000004
Tender Quantity	1 No.
Tender Due Date and Time	8.2.2008 (Friday), 13.00 hours IST
Tender Opening Date and Time	8.2.2008 (Friday), 13.30 hours IST
Place of opening of Tender	II Floor, NEB Building, BHEL, EDN, Bangalore, India.

Scope: Supply, Installation and Commissioning of PHOTOVOLTAIC (PV)

MODULE LAMINATOR as per BHEL Purchase Specification PS-439-127.

1. Two Part Bid :

Tender shall be submitted in two parts :

- Part I : Techno-commercial bid without prices.
- Part II : Price bid.

2. Delivery Period :

Equipment shall be delivered, within 7 months from the date of placement of technically & commercially clear Purchase Order.

3. Terms & Conditions :

- Bidders are required to comply with the **General Terms and Conditions** as per **Annexure – Genl Terms & Condns** in this document.
- All the Bidders shall meet the **Pre-Qualification Criteria** as described in General Terms and Conditions and comply with the **Technical Specification PS-439-127** as per **Annexure – Technl. Spec-127. OFFERS FROM BIDDERS NOT MEETING THE PRE-QUALIFICATION CRITERIA SHALL NOT BE CONSIDERED.**

Annexure – Genl Terms & Condns

General Terms and Conditions for the supply of Capital items (Two part bid)

Bidders are required to read the General Terms & Conditions carefully and submit their quotation covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

1. **TWO PART BID:** Quotation shall be submitted in two part bid.

- a) **Techno-commercial and un-priced Bid:** Techno-commercial bid shall be submitted along with complete description of the equipment, specification, compliance to the enquired specification and all the commercial terms & conditions indicated in the **QUOTATION FORMAT (Annexure-A)**. Any other enclosures, which the vendor wishes to submit like product catalogue, etc., shall also be included in a sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE**. Un-priced copy of price bid (the price bid without prices.) shall also be enclosed with the techno-commercial bid.

Confirmation on BHEL specifications shall be indicated by the vendor in the respective columns provided in the specification sheets. The scope shall include Installation, Commissioning, Start-up and Training. Deviations to the specification / item description, if any, shall be brought out clearly indicating “DEVIATION TO BHEL SPECIFICATION”, without fail, as a part of technical offer.

Compliance to **Pre-Qualification Criteria** (as per **Annexure-B**) shall be enclosed with the Techno-commercial bid. **The Pre-qualification criteria are mandatory requirements and the technical bids will be considered only if all the criteria are met.**

Manufacturer's name, their trade mark and brand if any, should invariably be mentioned in the tender and illustrative leaflets giving technical particulars, etc., are to be attached to the tender to facilitate consideration of the offer.

b) **Price Bid :**

Price bid should contain basic prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) etc., in a sealed envelope super scribed clearly as **“PRICE BID” with RFQ No. and DUE DATE**.

Please indicate the rates in both figures and words. However, if different, the lowest of the two rates will be considered as correct.

Both these sealed envelopes [(a) Techno-commercial and un-priced BID (b) Price Bid] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No., and DUE DATE**.

2. The above sealed envelope (Tender) shall reach BHEL office on or before the due date by **13:00 hrs.** Quotation can also be dropped in the respective day tender box (Monday / Wednesday / Friday) kept at reception area of our works with caption "SC&PV". Late quotations are liable to be rejected.

Tender shall be addressed to Sr. DGM / SC&PV-MM, Bharat Heavy Electricals Ltd., Electronics Division, Mysore road, Bangalore-560026, India.

3. The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
5. Please sign the offers. Unsigned bids/offers are liable for rejection.
6. All the bidders or their authorized representatives (with authorization letter from their principals) can witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically accepted will be opened on a subsequent date, which will be intimated to the concerned, in advance, for witnessing the price bid opening.
8. The quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the offer.
9. BIDDERS shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax, as applicable, for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by the Indian Government notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

It may be noted that income tax will be deducted at source on the installation and commissioning charges, if any, as per the rules of Government of India at prevailing rates.

10. **TOTAL COST TO BHEL:** For the scope of supply, **Lowest Bid (L1)** is determined on the following basis of the total cost to BHEL.

If Imported :

Total cost to BHEL = Total basic value in foreign currency + FOB charges if any + Packing & Forwarding charges if any + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Countervailing Duty (CVD) + Educational Cess + Special Additional Duty (SAD) + Entry Tax + Loading factors for deviations from BHEL commercial terms & conditions.

If Indigenous :

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi / Entry tax+ Freight + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable) + Loading factors for deviations from BHEL commercial terms & conditions.

Purchase order will be placed on the **Lowest Bidder (L1)** only among the technically accepted offers.

Note: Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) Newspaper will be considered.

11. **FIRM PRICE:** Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order placed.

As Installation & Commissioning is in the vendor's scope, the price shall remain FIRM till installation, commissioning & handing over of the complete system.

12. **TERMS OF PAYMENT:** Payment will be made against “**SIGHT DRAFT**” on presentation of documents to the BHEL bankers.

BHEL payment terms are as follows:

- a) 75% against despatch documents.
- b) 15% on successful installation, commissioning and start-up trials.
- c) 10% on submission of Performance Bank Guarantee (PBG) Certificate after successful installation, commissioning and start-up trials.

If PBG is not submitted or executed by the vendor, final 10% payment will be paid against submission of supplementary invoice after 12 months of successful warranty period + six months claim period.

13. **BANKER DETAILS :** Please furnish the Name & address of Foreign Bank, Account No., and Swift code.
14. All Bank charges outside India including confirmation charges wherever applicable are to beneficiary account.
15. All Bank charges within India, Customs clearance, custom duty payment after the consignment is received at Indian Airport will be to BHEL account.
16. **ADVANCE PAYMENT:** Quotations with payment terms of “**Advance**” will not be considered and such offers are liable to rejection commercially.
17. **PENALTY:** Failure to supply the item within the delivery date specified in the purchase order will make the vendor liable to an unconditional penalty of ½% (One half percent) of the value (basic material cost) of the goods in arrears per week subject to a maximum of 10%.

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of despatch for penalty calculation.

In the absence of reports stated above, actual date of inspection will be considered as date of despatch for penalty calculation.

18. **PBG:** Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format (Annexure C) for 10% of the basic equipment value obtained from any BHEL member banks.

PBG shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

If PBG is not submitted or executed by the vendor, final 10% payment will be paid against submission of supplementary invoice after 12 months of successful warranty period + six months claim period.

19. **WARRANTY:** Goods despatched shall have warranty period of 18 months from the date of despatch or, 12 months from date of commissioning, whichever is earlier.

Free replacements during the warranty period shall be customs cleared in India by the vendor at his own cost and shall be delivered to BHEL stores.

20. **TERMS OF DELIVERY:** Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C), negotiation of bank documents, Export declaration, Certificate of origin, etc.

Packing shall be Airworthy & Roadworthy, best suitable for trans-shipment and to prevent transit damages.

Vendor shall indicate the name of International Airport.

Note: Name of Airport to be selected from any one of the airports indicated in Annexure (D).

21. **DELIVERY PERIOD:** Equipment shall be delivered, as per Purchase Order (PO) delivery schedule.

22. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the due date.

23. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding on all vendors.

24. **REVERSE AUCTION :** BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.

25. BHEL reserves the right to Accept / Reject the offer in full or part there of.

26. **POST-ORDER REQUISITES:**

- a) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance to be provided by the vendor at the time of pre-shipment inspection.
- b) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- c) Items shall be despatched with Air/Road-worthy packing. Any rejection due to poor packing shall be to vendor's account.
- d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.
- e) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- f) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
- g) Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL-prescribed format given in Annexure-C.

27. Any dispute arising out of this contract shall be referred to the sole arbitration of Head of Materials Management, SC&PV, BHEL, EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore, India.

28. All suits in respect of the above lie in the court of Bangalore only.

29. LOADING FACTORS:

Loading factors, as detailed below, will be added to the quoted price (basic) to evaluate and identify the lowest quote, in the case of non-compliance to BHEL standard commercial terms.

A. For non-compliance of BHEL standard Terms of Payment:

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance *
1	a) Payment against Sight Draft 75 % against despatch documents, 15 % on successful installation, commissioning and start-up trials, and final 10 % on submission of Performance Bank Guarantee (PBG) after successful installation, commissioning and start-up trials. If PBG is not submitted, final 10% against submission of supplementary invoice after 12 months of successful warranty period +6 months claim period.	(a) Payment against LC 75 % against despatch documents, 15 % on successful installation, commissioning and start-up trials, and final 10 % on submission of Performance Bank Guarantee (PBG) after successful installation, commissioning and start-up trials. If PBG is not submitted, final 10% against submission of supplementary invoice after 12 months of successful warranty period +6 months claim period. (b) 100% against LC or Sight Draft against despatch documents and issue of PBG. (c) 90% against LC or Sight Draft against despatch documents. Balance 10 % on submission of Performance Bank Guarantee (PBG) after successful installation, commissioning and start-up trials. If PBG is not submitted, final 10% against submission of supplementary invoice after 12 months of successful warranty period +6 months claim period.	(a) 1.875 % (b) Offer is liable for rejection. (c) Offer is liable for rejection.

B. For non-compliance of Penalty clause:

Sl. No.	BHEL standard terms	If you quote	Loading factor for non-compliance *
1	Penalty of 0.5% per week subject to max. of 10% on the value of the items not supplied / delayed	Not agreed	10 %
		Max. of 5%	5%
		Other than the above	10% less agreed max. %

C. For non compliance of Performance Bank Guarantee (PBG):

Sl. No.	BHEL standard terms	If you quote	Loading factor for non-compliance *
1	PBG for 10% of the basic material cost shall be furnished in the BHEL - prescribed format or If PBG is not submitted or executed by the vendor, final 10% payment will be paid against submission of supplementary invoice after 12 months of successful warranty period + 6 months claim period.	Not agreed	10 %
		5%	5 %
		Other than the above	10% less agreed max. %

D. For Non-compliance of Delivery requirement of BHEL

Sl. No.	BHEL standard terms	If you quote	Loading factor in % for non-compliance *
1	Delivery of 7 months from date of PO.	Upto 8 months	0.5 % per week beyond 7-months, subject to a max. of 2 %

Offers with delivery quoted beyond 8 months is liable for rejection.

*** All loading factor percentage costs are cumulative, and will be added to the offered prices for the purpose of bid evaluation.**

Annexure-A

CHECK-LIST FOR TECHNICAL BID **(TO BE ENCLOSED ALONG WITH TECHNO-COMMERCIAL BID)**

Sl. No.	Particulars	Bidder's confirmation
1	Confirmation on BHEL Technical Specifications : To be indicated by the vendor in the respective columns provided in the specification sheets.	Yes / No
2	Price basis: Firm Price i.e., from the date of PO to completion of supply , installation & commissioning. [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
3	Terms of Payment: 75 % against despatch documents, 15 % on successful installation, commissioning and start-up trials and final 10 % on submission of Performance Bank Guarantee (PBG) Certificate after successful installation, commissioning and start-up trials as detailed in Clause 12. Deviation, if any, please specify.	Acceptable / Not acceptable
4	BHEL's penalty clause: Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplied/delayed as detailed in Clause 17. Deviation, if any, please specify.	Acceptable / Not acceptable
5	Performance Bank guarantee (PBG) : PBG for 10% of the basic material cost shall be furnished in the BHEL-prescribed format as detailed in clause 18.	Acceptable / Not acceptable
6	Terms of delivery: F.O.B international Airport as per clause 20. Indicate name of International Airport (Applicable for Foreign bidders) Deviation, if any, please specify.	Acceptable / Not acceptable
7	Warranty: 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. Deviation, if any, please specify.	Acceptable / Not acceptable
8	Delivery period: Indicate number of months from the date of PO.	_____ months
9.	Validity: Quotation should remain valid for a period of 90 days from the tender due date. Deviation, if any, please specify.	Acceptable / Not acceptable
10.	Furnish Banker's details as per clause 13	Name of Bank : Address : Account no. : Swift code :

Signature of Tenderer with stamp

Annexure-B

PRE-QUALIFICATION CRITERIA CHECK-LIST
(TO BE ENCLOSED ALONG WITH TECHNO-COMMERCIAL BID)

Sl. No.	Particulars	Bidder's confirmation
1	The vendor shall be an Original Equipment Manufacturer (OEM) and OEM can only quote. OEM or their authorized dealers in India along with an authorization letter from the OEM can forward the offers.	Yes / No
2	All the specifications should be supported by Catalogues and / or Data Sheets of the manufacturer.	Yes / No
3	Offer shall be for a new equipment and not for any refurbished / used equipment.	Certified new equipment: Yes / No
4	Foreign OEM shall have authorized Indian dealer(s) / representative(s) for service and support. The authorization letter for the dealer/ representative shall be provided.	Mention Indian representative name; enclose Authorization letter. Yes / No
5	a) The vendor should have already supplied and installed machines for similar applications in Photovoltaic (PV) line in India and must be operating satisfactorily during the last 1 year. b) The details of the customers' contact details, machines installed and date of installations to be provided.	a) Yes / No b) Customer reference list enclosed : Yes / No
6	The vendor or their authorized service representatives shall have trained engineers in India and shall be in a position to provide prompt on-site repair service and spares support for the offered equipment.	Yes / No Enclose details.
7	The vendor shall be in a position to undertake AMC for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through their authorized Indian service representative for a period of 4 years.	Acceptable / Not acceptable
8	If required by BHEL, the vendor shall arrange for a demonstration of the machine or a similar system in operation.	Acceptable / Not acceptable
9	The vendor shall furnish a warranty for the equipment for at least 12 months from the date of commissioning for the equipment.	Acceptable / Not acceptable

Signature of Tenderer with stamp

Note :

1. Pre qualification will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
2. The Pre qualification criteria are mandatory requirements and the technical bids will be considered only if all the above nine Pre-Qualification Criteria are met.

PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)

ANNEXURE (C)

BANK NAME AND ADDRESS

**Bharat Heavy Electricals Limited (BHEL),
Electronics Division,
PB No. 2606,
Mysore Road,
BANGALORE- 560 026
INDIA**

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

WHEREAS you have entered into a contract reference No PO NO. _____ with M/s _____ having its registered office at _____ for the supply of _____ as detailed in your purchase order No. _____ which is hereinafter referred to as "the said contract" and WHEREAS M/s _____ has undertaken to produce a Bank Guarantee for 10% (Ten Percent) of _____ the contract price amounting to _____ (_____) to secure its obligations to Electronics Division, BHEL having its registered office at New Delhi for the performance of the contract including the warranty of the equipment supplied, We _____ Bank, _____ hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of M/s _____ that in the event Bharat Heavy Electricals Ltd. (B.H.E.L.) declares to us in writing that M/s _____ has not fulfilled any obligation according to the contractual obligation of the said contract, to pay you on demand and without demur to Bharat Heavy Electricals Ltd., Electronics Division , Mysore Road, P.B.No. 2606, Bangalore- 560 026, India an amount of _____ (in words _____) subject to as may be determined below:

- 1) Notwithstanding any right M/s. _____ may have directly against you or any disputes raised by M/s _____, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.**

- 2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alterations in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.
- 3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.
- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.
- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. _____.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time _____ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being _____ (in _____ words _____)

**For and on behalf of Bank
by its Authorised Signatory.**



Annexure (C) Continued...

BHEL MEMBER BANKS**PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY**

State Bank of India, CAG Branch 10 th Floor, Vijaya Building Barakamba Road, NEW DELHI - 110 001	Deutsche Bank, Tolstoy Marg, NEW DELHI - 110 001
Canara Bank, 74, Janpath, NEW DELHI - 110 001	HDFC Bank Ltd, 5 TH floor, H T House, K G Marg, ,NEW DELHI - 110 001
Punjab National Bank, 74 Janpath, NEW DELHI - 110 001	CITI Bank NA, Jeevan Vihar Building, Sansad Marg NEW DELHI - 110 001
Bank of Baroda, Corporation Banking Branch, 11 th Floor, BOB Building, Sansad Marg, NEW DELHI - 110 001	Standard Chartered Bank, H2, Block Connaught Place NEW DELHI - 110 001
State Bank of Hyderabad, Surya Kiran Building, K G Marg, NEW DELHI - 110 001	ICICI Bank Ltd, ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, NEW DELHI - 110 003
State Bank of Mysore, Antrikash Bhawan, K G Marg, NEW DELHI - 110 001	IDBI Bank Ltd, 19 K G Marg, Surya Kiran Building, NEW DELHI - 110 001
State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade,, M G Road, BANGALORE 0 560 001	HSBC Ltd, ECE House, 28K G Marg, NEW DELHI -110 001
State Bank of Travancore, Travancore House, IF Branch, NEW DELHI - 110 001	



Annexure (D)

LIST OF INTERNATIONAL AIRPORTS

Sl. No	Country	Air Ports
1	Austria	Vienna, Linz, Graz
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shanghai
6	Cyprus	Lamaca
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Roissy), Lyon
12	Germany	Darmstadt, Manheim, Nurnberg, Hamburg, Stuttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin
13	Hong Kong	Hong Kong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Israel	Tel Aviv
17	Japan	Tokyo, Osaka
18	Malaysia	Kuala Lumpur, Penang
19	Netherlands	Amsterdam, Rotterdam
20	New Zealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philippines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyadh
27	Singapore	Singapore
28	Slovakia	Bratislava
29	South Africa	Johannesburg, Durban
30	South Korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E.	Dubai
36	U.K.	London (Heathrow), Newcastle, Oxford, Cheltenham, Bristol, Wellingborough, Birmingham, East Midlands, Manchester, Leeds, Glasgow.
37	U.S.A.	New York, Chicago, San Francisco, Los Angeles, Atlanta
38	Ukraine	Kiev